

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Second Lien Grant of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Northwest Airlines, Inc.		11/24/2008	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Partners L.P., as Collateral Agent
Street Address:	85 Broad Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED PARTNERSHIP: BERMUDA

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	3017408	
Registration Number:	1925399	AGENCY NEWSLINE
Registration Number:	2209250	AIRCARES
Registration Number:	3371856	BIZ PERKS
Registration Number:	3465366	BIZ PERKS
Registration Number:	2462844	BIZFLEX
Registration Number:	3386543	COMPASS AIRLINES
Registration Number:	3370646	C COMPASS AIRLINES
Registration Number:	2110873	CONNECTFIRST
Registration Number:	2902675	CORPNET
Registration Number:	2001628	CORPORATE NEWSLINE
Registration Number:	2089154	CYBERSAVER
Registration Number:	2290289	CYBERSAVERS
Registration Number:	1923616	DINING FOR MILES

TRADEMARK

REEL: 003901 FRAME: 0328

900122466

OP \$1490.00 3017408

Registration Number:	1935126	DINING FOR MILES
Registration Number:	2273101	E-FIRST
Registration Number:	1808613	FASTRAK
Registration Number:	3430620	KIDCARES
Registration Number:	2103576	MILES ABOVE
Registration Number:	1721791	NORTHWEST
Registration Number:	1616090	NORTHWEST
Registration Number:	1718838	NORTHWEST AIRLINES
Registration Number:	2656335	NORTHWEST AIRLINES CARGO
Registration Number:	2744100	NORTHWEST AIRLINES WORLDGATEWAY
Registration Number:	2384432	NORTHWEST AIRLINK
Registration Number:	2703893	NORTHWEST WORLDGATEWAY
Registration Number:	2978867	NOW YOU'RE FLYING SMART
Registration Number:	1675020	NW
Registration Number:	1590191	NW
Registration Number:	2575777	NWA
Registration Number:	3491584	NWA
Registration Number:	3167924	NWA AIRLINK
Registration Number:	3201735	NWA CARGO
Registration Number:	3427515	NWA EXTRAS
Registration Number:	2271908	NWA.COM
Registration Number:	2546756	NWA.COM CHECK-IN
Registration Number:	2477928	NWA.COM FROM ANYWHERE
Registration Number:	2850937	NWA
Registration Number:	3239649	PERKPASS
Registration Number:	3239648	PERKSAVER
Registration Number:	2422544	
Registration Number:	2264931	NORTHWEST
Registration Number:	2545539	S.M.A.R.T. DESK
Registration Number:	2139859	SPECIFIC AIR
Registration Number:	2146818	STANDARD AIR
Registration Number:	2210561	VIP SAME DAY PACKAGE SERVICE
Registration Number:	2279631	WORLD MEETING AND INCENTIVE LINE
Registration Number:	3239886	WORLDAGENT DIRECT
Registration Number:	3239887	WORLDAGENT DIRECT

Registration Number:	1559278	WORLDCLUBS
Registration Number:	2767637	WORLDGATEWAY
Registration Number:	2456623	WORLDGEAR
Registration Number:	2362968	WORLDKIDS
Registration Number:	2411098	WORLDKIDS
Registration Number:	2383824	WORLDKIDS
Registration Number:	2147896	WORLDPERKS
Registration Number:	1925939	WORLDPERKS
Registration Number:	2605736	WORLDPERKS MALL
Registration Number:	2953625	WORLDSMART

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7976
 Email: ksolomon@stblaw.com
 Correspondent Name: Mindy M. Lok, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1273
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	12/11/2008

Total Attachments: 6
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THIS SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS is subject to the terms and provisions of the Intercreditor Agreement, dated as of April 30, 2007 (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among JPMorgan Chase Bank, N.A., as collateral agent for the First Priority Secured Parties referred to therein, Goldman Sachs Credit Partners L.P., as collateral agent for the Second Priority Secured Parties referred to therein, Delta Air Lines, Inc. (the "Borrower"), a Delaware corporation, and each of the other Loan Parties (as defined therein).

SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of November 24, 2008, is made by each Subsidiary of the Borrower signatory hereto (each, an "Additional Grantor"), in favor of GOLDMAN SACHS CREDIT PARTNERS L.P. ("GSCP"), as Collateral Agent (the "Agent") for the Second Priority Secured Parties (as defined in the Second Lien Term Loan and Guaranty Agreement, dated as of April 30, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement")), among the Borrower, the Guarantors (as defined therein), the Agent, GSCP, acting as administrative agent, GSCP and MERRILL LYNCH COMMERCIAL FINANCE CORP., as co-lead arrangers and joint bookrunners, BARCLAYS CAPITAL, the investment banking division of BARCLAYS BANK PLC, as syndication agent and as joint bookrunner, CREDIT SUISSE SECURITIES (USA) LLC and C.I.T. LEASING CORPORATION, as co-documentation agents, and the lenders party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors executed and delivered a Second Lien Security Agreement, dated as of April 30, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second Lien Security Agreement");

WHEREAS, each of the Additional Grantors has become bound by the provisions of the Second Lien Security Agreement as a "Grantor" thereunder by executing and delivering an Instrument of Assumption and Joinder (the "Assumption Agreement");

WHEREAS, pursuant to the Assumption Agreement and the Second Lien Security Agreement, the Additional Grantors pledged and granted to the Agent for the benefit of the Agent and the Second Priority Secured Parties a continuing security interest in all Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, the Additional Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans to the Borrower pursuant to the Credit Agreement, the Additional Grantors agree, for the benefit of the Agent and the Second Priority Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Second Lien Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Additional Grantors hereby pledge and grant a continuing security interest in all of the Additional Grantors' right, title and interest in, to and under Trademarks constituting Collateral (including, without limitation, the U.S. Trademark registrations and applications listed on Schedule A hereto), but not including any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted by the United States Patent and Trademark Office, whereupon such applications shall be automatically subject to the lien granted herein (collectively, the "Trademark Collateral"), to the Agent for the benefit of the Agent and the Second Priority Secured Parties to secure payment, performance and observance of the Second Priority Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Additional Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Second Priority Secured Parties in connection with the Second Lien Security Agreement and is expressly subject to the terms and conditions thereof and the Intercreditor Agreement. The Second Lien Security Agreement (and all rights and remedies of the Second Priority Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Security Agreement, the terms of the Second Lien Security Agreement shall govern.

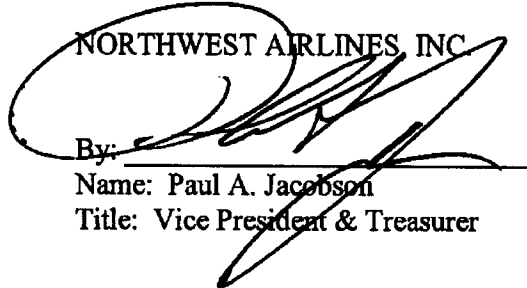
SECTION 4. Acknowledgment. The Additional Grantors do hereby further acknowledge and affirm that the rights and remedies of the Second Priority Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, the Second Lien Security Agreement and the Intercreditor Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECOND LIEN GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 24th day of November, 2008.

NORTHWEST AIRLINES, INC
By: 
Name: Paul A. Jacobson
Title: Vice President & Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed to:

GOLDMAN SACHS CREDIT PARTNERS
L.P.

as Collateral Agent for the Second Priority
Secured Parties

By: 

Name:

Title:

John Darmanin
Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE A

U.S. Trademark Registrations and Applications

2003 Tail Logo Design	Northwest Airlines	11/22/2005	3017408
Agency Newslane	Northwest Airlines	10/10/1995	1,925,399
AirCares	Northwest Airlines	12/8/1998	2,209,250
Biz Perks	Northwest Airlines	1/22/2008	3371856
Biz Perks	Northwest Airlines	7/15/2008	3465366
BizFlex (changing to Biz Flex)	Northwest Airlines	6/19/2001	2462844
Compass Airlines	Northwest Airlines	2/19/2008	3,386,543
Compass Airlines & design	Northwest Airlines	1/15/2008	3,370,646
ConnectFirst	Northwest Airlines	11/4/1997	2,110,873
CorpNet	Northwest Airlines	11/16/2004	2902675
Corporate Newslane	Northwest Airlines	9/17/1996	2001628
CyberSaver	Northwest Airlines	8/19/1997	2089154
CyberSavers	Northwest Airlines	11/2/1999	2290289
Dining for Miles	Northwest Airlines	10/3/1995	1923616
Dining for Miles	Northwest Airlines	11/14/1995	1935126
E-First	Northwest Airlines	8/24/1999	2,273,101
FasTrak	Northwest Airlines	11/30/1993	1808613
KidCares	Northwest Airlines	5/20/2008	3,430,620
Miles Above	Northwest Airlines	10/7/1997	2,103,576
Northwest	Northwest Airlines	10/6/1992	1721791
Northwest	Northwest Airlines	10/2/1990	1616090
Northwest Airlines	Northwest Airlines	9/22/1992	1718838
Northwest Airlines Cargo	Northwest Airlines	12/3/2002	2,656,335
Northwest Airlines WorldGateway	Northwest Airlines	7/29/2003	2744100
Northwest Airlink	Northwest Airlines	9/12/2000	2,384,432
Northwest WorldGateway	Northwest Airlines	4/8/2003	2,703,893
Now You're Flying Smart	Northwest Airlines	7/26/2005	2978867
NW Oval	Northwest Airlines	2/11/1992	1675020
NW Oval	Northwest Airlines	4/3/1990	1590191
NWA	Northwest Airlines	6/4/2002	2575777
		8/26/2008	3491584
NWA Airlink	Northwest Airlines	11/7/2006	3,167,924
NWA Cargo	Northwest Airlines	1/23/2007	3,201,735
NWA Extras	Northwest Airlines	5/13/2008	3,427,515
NWA.COM	Northwest Airlines	8/24/1999	2271908
NWA.COM CHECK-IN	Northwest Airlines	3/12/2002	2546756
nwa.com from anywhere	Northwest Airlines	8/14/2001	2477928

SECOND LIEN GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS

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Partial compass & red tail logo	Northwest Airlines	6/8/2004	2850937
PerkPass	Northwest Airlines	5/8/2007	3239649
PerkSaver	Northwest Airlines	5/7/2007	3239648
Red, Gray, Blue & White (The Colors)	Northwest Airlines	1/23/2001	2422544
Red, Gray, Blue & White Northwest/NW & Design	Northwest Airlines	7/27/1999	2264931
S.M.A.R.T. Desk	Northwest Airlines	3/12/2002	2,545,539
Specific Air	Northwest Airlines	2/24/1998	2,139,859
Standard Air	Northwest Airlines	3/24/1998	2,146,818
VIP Same Day Package Service	Northwest Airlines	12/15/1998	2210561
World Meeting and Incentive Line	Northwest Airlines	9/21/1999	2,279,631
WorldAgent Direct	Northwest Airlines	5/8/2007	3239886
WorldAgent Direct (and Design)	Northwest Airlines	5/7/2007	3239887
WorldClubs	Northwest Airlines	10/3/1989	1559278
WorldGateway	Northwest Airlines	9/23/2003	2767637
WorldGear	Northwest Airlines	6/5/2001	2456623
WorldKids	Northwest Airlines	6/27/2000	2362968
WorldKids	Northwest Airlines	9/5/2000	2411098
WorldKids	Northwest Airlines	9/5/2000	2383824
WorldPerks	Northwest Airlines	3/31/1998	2,147,896
WorldPerks	Northwest Airlines	10/10/1995	1925939
WorldPerks Mall	Northwest Airlines	8/6/2002	2605736
WorldSmart	Northwest Airlines	5/17/2005	2953625